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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

United States of America,  
Plaintiff,

vs.

Scott Patrick Knox,  
Defendant.

No. CR-24-01559-PHX-SPL (DMF)

**PLEA AGREEMENT**

Plaintiff, United States of America, and the defendant, SCOTT PATRICK KNOX,  
hereby agree to resolve this matter on the following terms and conditions:

**1. PLEA**

The defendant will plead guilty to Count 1 of the information charging the defendant  
with a violation of 18 United States Code § 654, Embezzlement by Employee of the United  
States, a Class C felony offense.

**2. MAXIMUM PENALTIES**

a. A violation of 18 U.S.C. § 654, is punishable by a maximum fine of \$250,000,  
a maximum term of imprisonment of 10 years, or both, and a term of supervised release of  
3 years. A maximum term of probation is five years (including a minimum term of one  
year if probation is imposed).

1           b.     According to the Sentencing Guidelines issued pursuant to the Sentencing  
2 Reform Act of 1984, the Court shall order the defendant to:

3               (1)     make restitution to any victim of the offense pursuant to 18 U.S.C.  
4 § 3663 and/or 3663A, unless the Court determines that restitution would not be  
5 appropriate;

6               (2)     pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a  
7 fine is not appropriate;

8               (3)     serve a term of supervised release when required by statute or when a  
9 sentence of imprisonment of more than one year is imposed (with the understanding that  
10 the Court may impose a term of supervised release in all other cases); and

11              (4)     pay upon conviction a \$100.00 special assessment for each count to  
12 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

13           c.     The Court is required to consider the Sentencing Guidelines in determining  
14 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court  
15 is free to exercise its discretion to impose any reasonable sentence up to the maximum set  
16 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that  
17 the Court accepts.

18     **3.     AGREEMENTS REGARDING SENTENCING**

19           a.     **Stipulation:** Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and  
20 defendant stipulate that defendant's sentence shall not exceed the low end of the sentencing  
21 range as calculated under U.S.S.G. § 1B1.1(a). This stipulated sentencing cap will not  
22 change based on departures considered under U.S.S.G. § 1B1.1(b). Nothing in this  
23 agreement shall preclude defendant from moving for a downward departure, variance, or  
24 sentence below the cap, or the court from imposing a sentence below the cap.

25           b.     **Stipulation – Restitution:** Pursuant to 18 U.S.C. § 3663 and/or 3663A, the  
26 defendant specifically agrees to pay full restitution, regardless of the resulting loss amount  
27 but in no event more than \$75,546 to all victims directly or proximately harmed by the  
28 defendant's "relevant conduct," including conduct pertaining to any dismissed counts or

1 uncharged conduct, as defined by U.S.S.G. § 1B1.3, regardless of whether such conduct  
2 constitutes an “offense” under 18 U.S.C. §§ 2259, 3663 or 3663A. The defendant  
3 understands that such restitution will be included in the Court’s Order of Judgment and that  
4 an unanticipated restitution amount will not serve as grounds to withdraw the defendant’s  
5 guilty plea or to withdraw from this plea agreement.

6 c. **Assets and Financial Responsibility:** The defendant shall make a full  
7 accounting of all assets in which the defendant has any legal or equitable interest. The  
8 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
9 transfer any such assets or property before sentencing, without the prior approval of the  
10 United States (provided, however, that no prior approval will be required for routine, day-  
11 to-day expenditures). The defendant also expressly authorizes the United States Attorney’s  
12 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
13 defendant’s ability to satisfy any financial obligation imposed by the Court. The defendant  
14 also shall make full disclosure of all current and projected assets to the U.S. Probation  
15 Office immediately and prior to the termination of the defendant’s supervised release or  
16 probation, such disclosures to be shared with the U.S. Attorney’s Office, including the  
17 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
18 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
19 under this agreement and the law.

20 d. **Agreement – Employment:** Defendant agrees to resign from the United  
21 States Drug Enforcement Administration (“DEA”) on or before October 1,  
22 2024. Defendant further agrees not to seek any position in local, state, tribal, or federal  
23 law government through the period of supervised release or probation in this matter.

24 e. **Non-Binding Recommendations:** The defendant understands that  
25 recommendations are not binding on the Court. The defendant further understands that the  
26 defendant will not be permitted to withdraw the guilty plea if the Court does not follow a  
27 recommendation.  
28

1           f. **Acceptance of Responsibility:** If the defendant makes full and complete  
 2 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant's  
 3 commission of the offense, and if the defendant demonstrates an acceptance of  
 4 responsibility for this offense up to and including the time of sentencing, the United States  
 5 will recommend a two-level reduction in the applicable Sentencing Guidelines offense  
 6 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,  
 7 the United States will move the Court for an additional one-level reduction in the applicable  
 8 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

9 **4. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

10           a. This office shall not prosecute the defendant for any offenses committed by  
 11 the defendant, and known by the United States, in connection with defendant's theft from  
 12 DEA as described in the factual basis of this agreement.

13           b. This agreement does not, in any manner, restrict the actions of the United  
 14 States in any other district or bind any other United States Attorney's Office.

15 **5. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

16           a. If the Court, after reviewing this plea agreement, concludes that any  
 17 provision contained herein is inappropriate, it may reject the plea agreement and give the  
 18 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.  
 19 11(c)(5).

20           b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,  
 21 vacated, or reversed at any time, this agreement shall be null and void, the United States  
 22 shall be free to prosecute the defendant for all crimes of which it then has knowledge and  
 23 any charges that have been dismissed because of this plea agreement shall automatically  
 24 be reinstated. In such event, the defendant waives any and all objections, motions, and  
 25 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional  
 26 restrictions in bringing later charges or proceedings. The defendant understands that any  
 27 statements made at the time of the defendant's change of plea or sentencing may be used  
 28

1 against the defendant in any subsequent hearing, trial, or proceeding subject to the  
2 limitations of Fed. R. Evid. 410.

3 **6. WAIVER OF DEFENSES AND APPEAL RIGHTS**

4 The defendant waives (1) any and all motions, defenses, probable cause  
5 determinations, and objections that the defendant could assert to the indictment or  
6 information; and (2) any right to file an appeal, any collateral attack, and any other writ or  
7 motion that challenges the conviction, an order of restitution or forfeiture, the entry of  
8 judgment against the defendant, or any aspect of the defendant's sentence, including the  
9 manner in which the sentence is determined, including but not limited to any appeals under  
10 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255  
11 (habeas petitions), and any right to file a motion for modification of sentence, including  
12 under 18 U.S.C. § 3582(c) (except for the right to file a compassionate release motion under  
13 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). This waiver shall  
14 result in the dismissal of any appeal, collateral attack, or other motion the defendant might  
15 file challenging the conviction, order of restitution or forfeiture, or sentence in this case.  
16 This waiver shall not be construed to bar an otherwise-preserved claim of ineffective  
17 assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section  
18 II.B of Ariz. Ethics Op. 15-01 (2015)).

19 **7. DISCLOSURE OF INFORMATION**

20 a. The United States retains the unrestricted right to provide information and  
21 make any and all statements it deems appropriate to the U.S. Probation Office and to the  
22 Court in connection with the case.

23 b. Any information, statements, documents, and evidence that the defendant  
24 provides to the United States pursuant to this agreement may be used against the defendant  
25 at any time.

26 c. The defendant shall cooperate fully with the U.S. Probation Office. Such  
27 cooperation shall include providing complete and truthful responses to questions posed by  
28 the U.S. Probation Office including, but not limited to, questions relating to:

- (1) criminal convictions, history of drug abuse, and mental illness; and
- (2) financial information, including present financial assets or liabilities that relate to the ability of the defendant to pay a fine or restitution.

**8. FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

a. Nothing in this agreement shall be construed to protect the defendant from administrative or civil forfeiture proceedings or prohibit the United States from proceeding with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all monetary penalties, including restitution imposed by the Court, shall be due immediately upon judgment, shall be subject to immediate enforcement by the United States, and shall be submitted to the Treasury Offset Program so that any federal payment or transfer of returned property the defendant receives may be offset and applied to federal debts (which offset will not affect the periodic payment schedule). If the Court imposes a schedule of payments, the schedule of payments shall be merely a schedule of minimum payments and shall not be a limitation on the methods available to the United States to enforce the judgment.

**9. ELEMENTS**

**Embezzlement by Employee of the United States**

On or about September 2023, in the District of Arizona:

1. Defendant was an employee of the United States or a United States Department or Agency;
2. Defendant willfully and knowingly embezzled or wrongfully converted to his own use money or property;
3. The money or property came into his possession or under his control in the execution of his employment; and
4. The amount embezzled was more than \$1,000.

1     **10.   FACTUAL BASIS**

2           a.     The defendant admits that the following facts are true and that if this matter  
3     were to proceed to trial the United States could prove the following facts beyond a  
4     reasonable doubt:

5  
6           I, Scott Knox, served as a Mission Support Specialist with the Drug  
7     Enforcement Administration (DEA), a part of the Department of Justice  
8     (DOJ), in Phoenix, Arizona, for 16 years. In this role, my responsibilities  
9     included safeguarding the DEA Imprest Fund, which is a designated cash  
10    reserve for managing recurring expenses, including operational funds  
11    utilized by agents in the field. I was tasked with ensuring management and  
12    accounting of these funds, which could be stored in the vault, checked out  
13    to DEA personnel, or held in bank accounts.

14           However, in September 2023, I willfully and knowingly embezzled United  
15    States cash currency from the Imprest Fund, stealing a total of \$75,546 by  
16    unlawfully removing cash deposits from the vault, which were under my  
17    possession and control based upon my employment with the DEA. My  
18    actions were deliberate and aimed at committing fraud.

19           I attempted to conceal my fraud, but DEA Headquarters conducted an audit  
20    of the Phoenix Imprest Fund in March of 2024. The audit identified funds  
21    missing from the Fund, to include the \$75,546 I stole.

22           b.     The defendant shall swear under oath to the accuracy of this statement and,  
23    if the defendant should be called upon to testify about this matter in the future, any  
24    intentional material inconsistencies in the defendant's testimony may subject the defendant  
25    to additional penalties for perjury or false swearing, which may be enforced by the United  
26    States under this agreement.

27           **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

28           I have read the entire plea agreement with the assistance of my attorney. I  
understand each of its provisions and I voluntarily agree to it.

I have discussed the case and my constitutional and other rights with my attorney.  
I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,



1 to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to  
2 present evidence in my defense, to remain silent and refuse to be a witness against myself  
3 by asserting my privilege against self-incrimination, all with the assistance of counsel, and  
4 to be presumed innocent until proven guilty beyond a reasonable doubt.

5 I agree to enter my guilty plea as indicated above on the terms and conditions set  
6 forth in this agreement.

7 I have been advised by my attorney of the nature of the charges to which I am  
8 entering my guilty plea. I have further been advised by my attorney of the nature and range  
9 of the possible sentence and that my ultimate sentence shall be determined by the Court  
10 after consideration of the advisory Sentencing Guidelines.

11 My guilty plea is not the result of force, threats, assurances, or promises, other than  
12 the promises contained in this agreement. I voluntarily agree to the provisions of this  
13 agreement and I agree to be bound according to its provisions.

14 I understand that if I am granted probation or placed on supervised release by the  
15 Court, the terms and conditions of such probation/supervised release are subject to  
16 modification at any time. I further understand that if I violate any of the conditions of my  
17 probation/supervised release, my probation/supervised release may be revoked and upon  
18 such revocation, notwithstanding any other provision of this agreement, I may be required  
19 to serve a term of imprisonment or my sentence otherwise may be altered.

20 This written plea agreement, and any written addenda filed as attachments to this  
21 plea agreement, contain all the terms and conditions of the plea. Any additional  
22 agreements, if any such agreements exist, shall be recorded in a separate document and  
23 may be filed with the Court under seal; accordingly, additional agreements, if any, may not  
24 be in the public record.

25 I further agree that promises, including any predictions as to the Sentencing  
26 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone  
27 (including my attorney) that are not contained within this written plea agreement, are null  
28 and void and have no force and effect.



1 I am satisfied that my defense attorney has represented me in a competent manner.

2 I fully understand the terms and conditions of this plea agreement. I am not now  
3 using or under the influence of any drug, medication, liquor, or other intoxicant or  
4 depressant that would impair my ability to fully understand the terms and conditions of this  
5 plea agreement.

6 September 23, 2024

7 Date

  
8 SCOTT PATRICK KNOX  
9 Defendant

10 **APPROVAL OF DEFENSE COUNSEL**

11 I have discussed this case and the plea agreement with my client in detail and have  
12 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the  
13 constitutional and other rights of an accused, the factual basis for and the nature of the  
14 offense to which the guilty plea will be entered, possible defenses, and the consequences  
15 of the guilty plea including the maximum statutory sentence possible. I have further  
16 discussed the concept of the advisory Sentencing Guidelines with the defendant. No  
17 assurances, promises, or representations have been given to me or to the defendant by the  
18 United States or any of its representatives that are not contained in this written agreement.  
19 I concur in the entry of the plea as indicated above and that the terms and conditions set  
20 forth in this agreement are in the best interests of my client. I agree to make a bona fide  
21 effort to ensure that the guilty plea is entered in accordance with all the requirements of  
22 Fed. R. Crim. P. 11.

23 9/23/24

24 Date

  
25 SANDRA HAMILTON  
26 Attorney for Defendant  
27  
28

**APPROVAL OF THE UNITED STATES**

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth herein are appropriate and are in the best interests of justice.

GARY M. RESTAINO  
United States Attorney  
District of Arizona

September 23, 2024  
Date

*Kristen Brook*  
KRISTEN BROOK  
Assistant U.S. Attorney

**ACCEPTANCE BY THE COURT**

Date

HONORABLE  
United States District Judge